

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

KIARA NAZAIRES,

Plaintiff,

v.

JERSEY SHORE NURSING AGENCY
INCORPORATED d/b/a JERSEY SHORE
STAFFING AGENCY, INC., and ST.
BARNABAS HOSPITAL,

Defendants.

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: Case No. 1:24-CV-05022-AMD-PK
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**DEFENDANT JSNY'S LOCAL
RULE 56.1 STATEMENT**

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LOCAL CIVIL RULE 56.1 STATEMENT

Pursuant to Local Civil Rule 56.1 and Rule 4 B(i) of the Individual Rules of Judge Ann Donnelly, Defendant Jersey Shore Nursing Agency Incorporated d/b/a Jersey Shore Staffing Agency, Inc., submits this statement of undisputed material facts in support of its motion for partial summary judgment.

1. Plaintiff, Kiara Nazaire (“Ms. Nazaire” or “Plaintiff”), filed a Summons and Complaint in the Eastern District of New York on July 19, 2024, against Defendants, Jersey Shore Nursing Agency Incorporated (“JSNA”) and St. Barnabas Hospital (“The Hospital”), alleging claims of retaliation and interference in violation of the Family and Medical Leave Act (“FMLA”), 28 U.S.C. §§ 2601, et seq., and discrimination claims under Title VII of the Civil Rights Act of 1964 (“Title VII”) and the Pregnancy Workers Fairness Act (“PWFA”), the New York State Human Rights Law (“NYSHRL”), the New York

1 Pursuant to Rule 4B(i) of the Individual Rules of Judge Ann Donnelly, each paragraph in the Local Rule 56.1 statement must contain an assertion of a material undisputed fact, not a description of evidence. Each assertion must include a citation to admissible evidence, and each response to an assertion must include a citation to admissible evidence. If a response does not cite admissible evidence, the assertion will be deemed admitted.

City Human Rights Law (“NYCHRL”), and New York Labor Law (“NYLL”). See Exhibit F. [1]

2. Defendant, JSNA, is a New Jersey corporation headquartered in Avon by the Sea, New Jersey. JSNA is a staffing agency that provides nurses and other health professionals to various health care employers. [See ECF Docket No. 27].
3. Co-Defendant, St. Barnabas Hospital, is a New York non-profit corporation with a place of business at 4422 Third Ave, Bronx, New York. [Id].
4. Plaintiff was employed by JSNA as a contractual “Traveling Surgical Technologist” on May 15, 2023, assisting surgeons during surgical procedures. [See Exhibit B, Plaintiff’s Renewed Contract dated 12/17/2023-05/04/2024]; [See ECF Docket No. 27].
5. Plaintiff worked for Defendants at the Hospital’s Bronx location from May 15, 2023 until termination on March 27, 2024. [Id]. Plaintiff was to report all schedule changes and “call outs” to JSNA first, then the Hospital. [See Exhibit B, Plaintiff’s Renewed Contract dated 12/17/2023-05/04/2024].
6. All provisions of the contract agreement between JSNA and The Hospital applied to Plaintiff’s contract. [Id]. Plaintiff was expected to work three 12-hour shifts each week for a total of thirty-three (33) hours per week. [See Exhibit B, Plaintiff’s Renewed Contract dated 12/17/2023-05/04/2024]. Plaintiff’s renewed contract was set to expire on May 4, 2024. [Id].
7. On or about March 21, 2024, Lorraine Russell called the plaintiff in response to complaints from the hospital staff that plaintiff was unable to perform the required contractual hours with multiple call outs/no shows. Lorraine called her to inquire about her failure to fulfill contracted hours. Plaintiff acknowledged that she was not fulfilling her required hours. It

was during that call, for the first time, that Plaintiff advised Lorraine that she was pregnant.

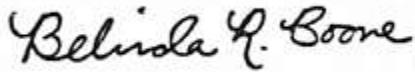
It was also during that call that Lorraine offered her work at another hospital that might be less demanding. [See Exhibit G, Deposition Transcript of Lorraine Russell at 92-98].

8. Plaintiff failed to fulfill her contract as she worked less than thirty-three (33) hours for five (5) out of eight (8) weeks, starting January 30, 2024 until March 26, 2024. [See Exhibit C, Email exchange].
9. Plaintiff failed to meet contractual requirements, well before her termination, demonstrated by at least two E-Mail exchanges between Lorraine Russell, (“Ms. Russell”), Director of Operations for JSNA, to Plaintiff, on July 22, 2023 and August 21, 2023. [See Exhibit C, Prior Email Exchanges between Plaintiff and Ms. Russell of Work Performance Issues].
10. The eight weeks preceding Plaintiff’s termination, Plaintiff worked less than thirty-three (33) hours for five (5) out of eight (8) weeks, starting January 30, 2024, until March 26, 2024. [See Exhibit D, Weekly Timesheets].
11. Plaintiff failed to meet her weekly hourly requirements for the week of February 5, 2024, as she worked a total of 29.5 hours. [See Exhibit D, page 34, Weekly Timesheets].
12. Plaintiff failed to meet her weekly hourly requirements for the week of February 11, 2024, as she worked a total of 22.06 hours. [See Exhibit D, page 35, Weekly Timesheets].
13. Plaintiff failed to meet her weekly hourly requirements for the week of February 25, 2024, as she worked a total of 23.30 hours. [See Exhibit D, page 37, Weekly Timesheets].
14. Plaintiff failed to meet her weekly hourly requirements for the week of March 3, 2024, as she worked a total of 22.18 hours. [See Exhibit D, page 38, Weekly Timesheets].
15. Plaintiff failed to meet her weekly hourly requirements for the week of March 10, 2024, as she worked a total of 11 hours. [See Exhibit D, page 39, Weekly Timesheets].

16. Plaintiff failed to meet her weekly hourly requirements for the week of March 17, 2024, as she worked a total of 27.30 hours. [See Exhibit D, page 40, Weekly Timesheets].
17. Plaintiff failed to meet her weekly hourly requirements for the week of March 24, 2024, as she worked a total of 10.54 hours. [See Exhibit D, page 41, Weekly Timesheets].
18. Plaintiff alleges that when she discovered she was pregnant around February 2024 she informed an employee from The Hospital, Assistant Nursing Director, Andrea McNaughton, that she could not participate in surgeries that required X-Rays. [See ECF Docket No. 27].
19. When the Plaintiff told the Hospital of her pregnancy, she did not inform her employer of her pregnancy.
20. On March 26, 2024, Ms. Russell requested Plaintiff be terminated due to failure to work the adequate hours per her contract. [See Exhibit E, Email Exchange Regarding Termination due to Poor Performance].

Dated: November 14, 2025

**MARKS, O'NEILL, O'BRIEN, DOHERTY,
& KELLY, PC**



By: _____
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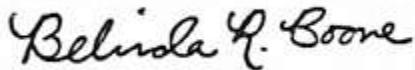
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CERTIFICATE OF SERVICE

It is hereby certified that true and correct copies of the documents entitled “LOCAL CIVIL RULE 56.1 STATEMENT” and RULE 56.1 APPENDIX IN SUPPORT OF PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT” were served on the below identified counsel for plaintiff and co-defendant on this day of November 2025, via electronic mail:

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Dated: November 14, 2025 By: _____

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